



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**DEPARTMENT OF NATURAL RESOURCES**



**KOPACHUCK STATE PARK – BULKHEAD REMOVAL SUPPORT**  
**AGREEMENT# IA 507-094**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and the Washington State Department of Natural Resources hereinafter referred to as the "CONTRACTOR".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on June 30, 2007, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2007, unless otherwise extended by amendment.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Six Thousand and No/100ths Dollars (\$6,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in **Exhibit "B"** which is attached hereto and incorporated herein.

**BILLING PROCEDURE**

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for

payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

## **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## **PROJECT MANAGEMENT**

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Monica Durkin, Aquatic Lands Manager, (360) 825-1631

The Project Representative for PARKS is: Troy Fitzsimmons, Parks Development Region Manager, (253) 288-2569.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and  
Recreation Commission**

By: \_\_\_\_\_

Title: Assistant Director, WSPRC

Date: \_\_\_\_\_

**Washington State  
Department of Natural Resources**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:  
Mark Schumock  
Asst. Attorney General  
02/20/05

## **Exhibit "A"**

### **SCOPE OF WORK**

#### **Background:**

Approximately 200 feet of derelict creosote bulkhead will be removed from Kopachuck State Park in Pierce County Washington. The bulkhead is made up of 10 foot sections of creosote treated planks held in place by 30 creosote treated pilings. The pilings are anchored into the bank with 1.5 inch metal cable and metal anchors and are approximately 3 feet below the surface and 10 feet from the bulkhead.

#### **DNR Scope of Work:**

The bulkhead will be removed by equipment based on the adjacent uplands. An excavator will be used to remove earth from behind the bulkhead, pull apart boards from piles, wiggle piles loose, and pull the piles out of the ground and load them into trucks. The piling anchors will be excavated from the bank and removed along with the cables. Other debris such as miscellaneous concrete slabs, stub pilings, and a stairwell to the beach will be removed. The work will further be described in the contractors bid.

The bulkhead and all of the debris will be disposed of at a licensed landfill facility that can accept creosoted materials. All work will occur above MHHW except for removal of the stairwell. The stairwell is set in concrete in the beach. The work will take place from September 5-8, 2006. This time frame meets the requirements of the fish work window and will be during low tides (-0.8 to -1.3). The low tide will enable the contractor to collect loose debris prior to tidal inundation. Once the work is completed, any depressions from the removal of the upland anchors will be backfilled with clean fill from the job site. The bank will be seeded with grass.

The Washington State Department of Natural Resources (DNR) will provide all resources and funding for completing all related design work, bidding of the construction project, and contracting the construction work to remove, transport, and dispose of the improvements described above.

#### **State Parks Scope of Work:**

Washington State Parks (Parks) will obtain all required permits and provide staff time to oversee the demolition. Parks will provide DNR and its contractors a "right of entry" permit to access the property in order to complete the activities described in this scope of work.

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**END SCOPE OF WORK**

**Exhibit "B"**  
**BUDGET**

**DNR's Estimated Budget Contribution (For Informational Purposes ONLY):**

**Mobilization**

Cat 312 Size Excavator with Tiltdeck Trailer	\$1,000
Cat C5G Size Dozer	\$1,000
Two 10-12 yard Dump Trucks	
Insurance, Overhead, other expenses.	\$3,000
<b>Total Mobilization</b>	<b><u>\$5,000</u></b>

**Demolition**

Using excavator, remove earth from behind wall, pull apart boards from piles, wiggle piles loose, and pull piles out of the ground and load into trucks.

½ hour per pile @ \$150/hour for 30 piles	\$2,250
Hand-load boards into excavator bucket	
15 minutes per 5 pieces of 10 long boards @ \$30/hour	\$150
Loading boards into trucks	
Excavator @ \$150/hour	\$750
Excavate Concrete or spade anchors from bank	
½ hours per piece @ 150/hour for 30 tie-backs	\$2,250
Cut and load cables into excavator bucket	
½ hour per tie-back at \$30/hour	\$450
Loading cables into trucks	
Excavator @ \$150/hour	\$2,250
Load Concrete or spade anchors into trucks	
15 minutes per tie-back @ \$150/hour	\$1,125
<b>Total Demolition</b>	<b><u>\$9,225</u></b>

## Hauling

### Haul cycle

Load	10 minutes
Haul	0.2 miles / 4 mph = 3 minutes
Dump	2 minutes
Return	5 minutes (assumes trucks would back down access road)

Total Cycle Time = 20 minutes

Maximum 2 trucks due to narrow access road.

One load = 5 piles and 5 10-foot section of boards

Piles and boards = 4 loads

Worst-case concrete anchors would take 2 anchor per load, spade shaped metal anchors would be more per load.

Concrete anchors = 15 loads

Cable and other debris = 2 loads

Total = 21 loads.

Assume 25 loads for additional unanticipated debris.

25 loads @ 1/3 hour per load and \$80/hour for trucks = \$670

D5G size dozer for 8 hours to assist trucks up grade as needed @ \$150/hr = \$1200

<b>Total Hauling</b>	<b><u>\$1,870</u></b>
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## Miscellaneous

Loading, haul and return time indicate that excavator and laborer will not be waiting for trucks. Demolition could precede mobilization of trucks to avoid trucks waiting for demolition to compose a load.

Assume ½ day for entire crew for unanticipated extraction and/or clean-up

4 hours @ 150/hour excavator	\$600
4 hours @ 150/hour dozer	\$600
4 hours @ 80/hour for two dump trucks	\$640
4 hours @ 30/hour for laborer	\$120

<b>Total Miscellaneous</b>	<b><u>\$1,960</u></b>
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### Demobilization

Cat 312 Size Excavator with Tiltdeck Trailer	\$1,000
Cat C5G Size Dozer	\$1,000
<b>Total Demobilization</b>	<b><u>\$2,000</u></b>
<b>Subtotal</b>	<b>\$20,055</b>
<b>Contingency (20%)</b>	<b><u>\$4,011</u></b>
<b>Total</b>	<b><u>\$24,066</u></b>

**Note: Add applicable sales tax to total amounts.**

### Disposal Costs

LRI Disposal @ \$1,150 per 31 ton container	\$1,150
Contingency (extra container)	\$1,150
Hauling fee @ \$100/hr (4 trips at 71 min.)	\$500
Contingency (extra trips for extra container)	\$500
<b>Total Disposal Costs</b>	<b>\$3,300</b>

**Total Estimated Cost for Mobilization, Demolition,  
Hauling, Demobilization, and Disposal** **~\$30,000**

### **State Parks' Estimated Budget Contribution:**

#### Permitting

Staff Time (40 hours)	\$1,500
Direct Permit Expenses	\$2,500
Permit Advertisement	\$1,000
<b>Total Permitting</b>	<b><u>\$5,000</u></b>

#### Demolition Supervision

Staff Time (20 hours)	\$ 800
Motor Pool Mileage	\$ 200
<b>Total Permitting</b>	<b><u>\$1,000</u></b>

**Total Estimated Cost for Permitting and Demolition Supervision:** **\$6,000**

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**END BUDGET**